Gary Joseph Bonas II
26255 Bungalow Court
Valencia, California 91355

September 10, 2009

The Honorable John Gleeson
United States Distrct Cour Judge
For the Eastern Distrct of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Senator **Barbara Boxer**
Senator Dianne Feinstein
312 N. Spring Street,
Suite 1748
Los Angeles, Calif. 90012

Re: In re Visa Check/MasterMonev Antitrust Litigation, CV-96-5238 (JG)(JO)

Dear Honorable Clerks:

I write with regard to some past and current filings by Constantine-Cannon in the above multi-billion dollar public matter.[1]

First, with regard to **those who pay the underwriters'** (like Citibank & JP Morgan), **merchant fees at the retail pump and retail point of sale,** for example, I didn't notice that the named plaintiff class here laid any basis as to not having passing on those charges to We The People. Indeed, according to the settlement web site, some of very big retailers led this action:

> The Named Plaintiffs in the Action who represent **the Class certified by the Court** are: **Wal-Mart** Stores, Inc.; The Limited, Inc.; **Sears** Roebuck and Co.; **Circuit City** Stores, Inc.; **Safeway**, Inc.; Auto-Lab of Farmington Hills; Payless ShoeSource, Inc.

The class was defined, in key part, to exclude We The People in favor of large chain retail operatives, who are **real good at price mathematics**. In short, the class was defined as:

> [A]ll … business entities in the United States who are retailers … and … have merchant contracts with one or more … banks pursuant to which they have "sold" (deposited) VISA [like] … charge or debit receipts … and have thereby incurred … deposit fees.[2]

Second, to be more concise, I didn't notice any evidentiary basis confirming that the retail business plaintiffs here actually complied with correct price protocol and didn't pass their upped fees to Us, some of whom are Military Sentinel groups. **That initial step** in addressing what, if any damages might be owed to a middle man (which retailers) I went ahead and laid out in **Ex A**, comprised of five short pages. **Ex B** is the 07-02-09 ("best interests") letter thing.

Third, with the short price evidence guides, with price ethics and cannons in mind, it is well that this honorable court retains jurisdiction over this matter, to perhaps revisit if jurisdiction to enter final judgment can exist absent the above foundation – for a clean record.

Respectfully,
http://www.docstoc.com/collection/4562/G-CV-Ed-Interactive-4-U-K
Gary Joseph Bonas II GJB

---

[1] Exhibit C is provided for illustration purposes, as a professional courtesy.
[2] http://www.inrevisacheckmastermoneyantitrustlitigation.com/12_19_03.pdf

EXHIBIT A

"PR" FOUNDATION

EXHIBIT A

CLEAN HANDS - FEES

Fixed & Variable – All Rolled Up In 1 Price – Not Two: Merchants & Card Users

Cooper's Proof - Claim For Owed Money – To In & Out Of Courts Adversaries:

Rent, Food	A Mo	$5000
Cell & Home Energy	A Mo	$400
Insurance/Auto/Gas	AMo	$1300
My Education	A Mo	$ 650
Extra Activity B-Days …	A Mo	$ 200
Vacation	A Mo	$500
Retirement	**A Mo**	**$9,000**
Savings	A Mo	$200
Kids In College $	A Mo	$100
All My Inc. Law Office Supplies	**Expenses or Costs A Mo**	**$1,000.00**
Total		19,350.00

Edict: "The green [thumb server] use[s] average-**cost-…. pricing**…"[1]

= **242.00 PER HOUR** (after taxes- net @35% Rigged by Rothschild, Nat)

I spend the remainder of **my 80 hour work week teaching, parenting and being responsible to my Federal Citizen clients**, by way of pro bono work and so forth. I spend zero time (so I do not charge for it) **meeting & pirating** with Not D.C. Law Making body's (State Bar INS CV's) Club X member's members like **R. obinson & S. Williams** about how to subvert simple price right law and **the illegal practice of acting on price wrong contracts**, like home mortgage interest rate prices, **late fees and rent.**

DR 1-103(A) & the rules (Rule 8.3(a)) require [lay and complex Lit] lawyers **to report misconduct** of other [Complex Lit] lawyers under certain circumstances. Lawyers sometimes call this **the "SQUEAL rule**," *which* should tell you something about its popularity. All Judge esquires are under the same obligation. Code of **Judicial Conduct** (1990) (Section 3(D)(2).[2]

Any request for money, by bill, in or out of court, absent a cost = price presentation like the above is **VOID and owed back**, with exposure to criminal charges.

Being honest or faithful in setting up a price/fee/charge or value is very simple really. Levitcus 19! And **do not bear false price witness**! 9th Commandment!

[1] Competitive Strategy, Techniques for Analyzing Industries and Competitors, Michael E. Porter, page 242 (1980 The Free Press).
[2] Regulation of Lawyers: **Problems of Law & Ethics**, at page 682, 3rd Ed., Spephen Gillers, Prof. of Law new York University.

Model [Price] Rules of Professional [Fee/Price Sherman 2] Conduct

Advocate - Rule 3.1 Meritorious Claims And Contentions

A [Bar trade member] ... shall not ... defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith [price] argument **for an extension, modification or reversal** of existing [price] law.

Advocate - Rule 3.3 Candor Toward The Tribunal

(a) A [Retainer contract] lawyer shall not knowingly:

(1) Make a false statement of [price] fact or [price] law to a tribunal or fail to correct a false [price] statement of material [price] fact or [price] law previously made to the tribunal by the lawyer;

(2) Fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) Offer [price] evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material [price] evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal [without delay].

(b) A lawyer who represents a [CEO] client in a- ... proceeding and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent [price or charge] conduct related to the proceeding shall take reasonable remedial measures, including ... disclosure to the tribunal.

About unbendable and dictated from above price law, universally, citing verbatim:

A. "[T]he mature measure individual item costs and price accordingly."[1]
A. "You ... determine the price of [all] ... based on the [costs of] ... the [thing]...."[2]

About Bar's price wrong fraudulent concealment, this confession is direct evidence, verbatim:

A. There is no basis ... to suggest **[Big Lie]** ... some obligation-
A. ... to have cost ... pricing OR

A. There is no basis ... to **suggest [Big Lie]** ... some obligation-
A. ... to base pricing ... solely on [actual invoice & overhead] costs ....[3]

The key step part two of this price wrong fraud retainer is **the "exchange" point**, verbatim:

A. There is not [big lie] a single piece [lie] of testimony cited *or* a document which shows a reciprocal agreement to permit [or otherwise jointly] price-check- [up]."[4]

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[1] Competitive Strategy, Techniques for Analyzing Industries and Competitors, Michael E. Porter, page 242 (1980 The Free Press).
[2] Lewis C. Solmon T&T, 1751:2-10 (On MR=MC, 1 by 1).
[3] **The firms under oath, 10-15-99 trascript, page 69, LINES 5-9 (69:5-9).**
[4] October 15, 1999 Hearing Transcript, at page 45!

First, what follows are some binding rules all Class Esquires now.

Rule 1.3: Diligence

[A] Rep/advocate or] lawyer shall act with reasonable diligence **and promptness** in **representing a[n] [absent class member] client[s].**

Rule 1.5: Fees

(a) A lawyer **shall not make an agreement for, charge, or collect** an unreasonable [price wrong] fee or an unreasonable amount **for expenses.**

Rule 1.4: Communication

(a) A lawyer shall:

(4) promptly comply with reasonable requests for information; and

Rule 1.8 Conflict of Interest: Current Clients: Specific Rules

(a) A lawyer **shall not enter into a business transaction** with a client or knowingly acquire an ownership [fee interest], possessory, security or other pecuniary [class action common fund] interest **adverse to a client unless:**

(1) the transaction and terms on which the lawyer acquires **the [common fund] interest** are fair and reasonable to the client and ***are fully disclosed*** and transmitted in writing in a manner that can be reasonably understood by the client;

(2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the **advice of independent legal counsel** on the transaction; and

(3) the client **gives informed consent**, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.

Second, with regard to 1.4 known, it is critical to point out that counsel in the Sinthroid **case, Pat Coughlin & Bill Bernstien** et al., who represented by deceased mother, refuse to tender **their "price schedules"** to me the principal of her ripe cause of action for fraud in that case in connection with false claims made in connection with the award of attorneys fees:

Third, with regard to the rules outlined in my "Lief & Lerached" files marked 1-30, I note that counsel "invest" in the stock market all the time as heavy gamblers. That conflict is never disclosed in connection with the in fact reasons that counsel refuses to address pretty simple law & economic issues in an expedited & efficient manner, head on, in connection with **the fiduciary role to puppet plaintiffs and all absent class member Americans alike.**

Fourth, I note that top Class Action counsel "redact," meaning "white it out to hide it" or or otherwise fail to publish their price lists to **their absent clients** on either their website or most settlement sites because **its "mums the word stuff."**

Fifth, in connection with the court's duty to act as check on the above plus for absent class members, leads, like Mr. Lerach, **forgot to disclose a lot, like Hynes &** Weiss's peonage interest in every case, Enron Foremost as a "pay day or pay off" reality illustration, like Nasdaq.

It is ***a cannon of judicial*** conduct that, verbatim:

B. Use of ***the Prestige of*** Judicial ***Office – Abuse A-Z Trentacosta - Walter***

(1) A judge shall not allow [personal Price Wrong Political Emolument or preference **50-100K baggage] family, social, political, or other relationships to influence the judge's judicial conduct** or judgment, nor shall a judge convey or permit others to convey the impression that any individual is ***in a special position to influence*** the judge.[1]

Rule of Crim. Pro. 11 (e) (1): The court ***SHALL NOT*** participate in any "plea-contract" discussions.[2] This order is a cause of action against judges, FYI!

Federal Rules Are State Rules - By Supreme Command (Article 6)

Rule of Crim. Pro. 11 (e)(1): The court ***SHALL NOT*** participate in any "plea-contract" [or civil negotiation] discussions.[3]

That means that a judge referee is **not a party & may not ever play** negotiator or have mediator teams in either criminal or civil disputes.

California Code of Judicial Ethics[4] - Preface – Preamble - Terminology

Canon 1. A judge **shall uphold the integrity** and independence of the judiciary.
Canon 2. A judge **shall avoid impropriety and the appearance of impropriety** in all of the judge's activities.
Canon 3. A judge **shall perform the duties** of judicial office **impartially and diligently.**
Canon 4. A judge shall so conduct the judge's quasi-judicial and extrajudicial activities as **to minimize the risk of conflict** with judicial obligations.
Canon 5. **A JUDGE CANDIDATE SHALL REFRAIN** from inappropriate political activity.
Canon 6. Compliance with the code of judicial ethics.

My Federal guardian the honorable Judge Robert Takasugi, I present:

This gentlemen was a prisoner of war during world war II, ***held in a Japanese Concentration camp. If you ask him, he will attest to:***

A) My un-blemished service [4-Us]; &
B) My un-matched credentials;
C) **The Sig Line on the Thumb Print Page attached!**

One D.C. law body Controls Commerce, which the legal profession is – that is Feinstein, **not Robinson's Illegal Alien Remke who is Not Licensed to SS# punish!**

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[1] See link: http://www.courtinfo.ca.gov/rules/documents/pdfFiles/ca_code_judicial_ethics.pdf
[2] Article 6 Supremely binding all A-WOL State Court Judgers & D.A.s
[3] Article 6 Supremely binding all A-WOL State Court Judgers & D.A.s
[4] Amended by the Supreme Court of California effective January 1, 2008; previously amended March 4, 1999, December 13, 2000, December 30, 2002, June 18, 2003, December 22, 2003, January 1, 2005, June 1, 2005, July 1, 2006, and January 1, 2007.

Wow Billy Says "Wall Street Pigs"
His Feelings Run Deeper Than Deep

A Call to Unleash Lerach on the [AIG-Dimon Buffet Nat] Bankers

March 6, 2009, *5:39 pm*

If there was one person who might be able to terrify Wall Street bankers nearly as much as Attorney General Andrew M. Cuomo of New York, it's William S. Lerach, who, with his onetime class-action partners at the **Milberg Weiss** law firm, was long known as **the scourge** of Corporate ***AMERICA, not America***.

Matt **Miller,** writing on **The Daily Beast from Tina Brown,** thinks Mr. Lerach would be able to force the bankers to give back **the billion** of dollars in bonuses they made while getting the country into a financial mess.

Only one problem: Mr. Lerach is in [club fed] **prison in Arizona,** serving a two-year term for concealing illegal payments to a plaintiff in the class-action lawsuits. But from his cell, Mr. Lerach sent Mr. **Miller a legal strategy for clawing back** those bonuses.

Mr. Lerach asserts that "**there is a way** for the federal government t**o go after the obscenely excessive bonuses paid to the Wall Street pigs"** — even though he says that the government may not have legal standing or authority to sue on its own.

Still, he contends, the government does have recourse:

> "There are several entities of the federal government that one way or another own common [people live] stock- [ownership Dimond] — and likely **the common [counterfeit money Nat Rothschild] stock** of the banks in question. The Pension Benefit **Guaranty Corp. comes to mind**. There are others. They will have **standing to sue**. They should join forces with four or five other large, prestigious, activist public pension funds — the **City of New York and California** Public **Employees Retirement System ("CalPERS")** are examples — and bring a shareholders' derivative suit against the grossly [intentional, not] negligent boards of directors **that permitted the … bonuses to be paid** as well as the defalcating executives who got them."

But Mr. Lerach **warns** that any such lawsuits would face serious obstacles. And he says it's a shame that he's in jail:

> **"Were I free** and still able to practice law, I could propose this strategy to **President Obama — who, as a Harvard Law School grad**uate**, would 'get it.'** And, I would have prosecuted the case **on a [qui tam] contingent fee basis,** i.e., no cost to the government; **the fee, if any, to come out of a recovery — no recovery, no fee."**

Mr. Miller thinks Mr. Lerach might have the right approach for going after the bonus money. "At least I've found **one jailed lawyer with a promising way to make bad bankers pay**," he w**rites.**[1]

[1] http://dealbook.blogs.nytimes.com/2009/03/06/a-call-to-unleash-lerach-on-the-bankers/

EXHIBIT B
WHOSE
BEST INTEREST?

EXHIBIT B
SECURITIZED
RUSHING TO CLOSE

CONSTANTINE | CANNON

Robert L. Begleiter
Attorney at Law
212-350-2707
rbegleiter@constantinecannon.com

NEW YORK | WASHINGTON

July 2, 2009

VIA HAND DELIVERY AND ECF

The Honorable John Gleeson
United States District Court Judge
for the Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: *In re Visa Check/MasterMoney Antitrust Litigation, CV-96-5238 (JG)(JO)*

Dear Judge Gleeson:

I am pleased to be able to advise the Court of a significant development in connection with the remaining settlement account payments from MasterCard International Incorporated ("MasterCard"), the securitization of which this Court has approved (the "Securitization"). Specifically, Lead Counsel and MasterCard have entered into the enclosed Agreement To PrePay Future Payments At A Discount, dated July 1, 2009 (the "Agreement"), whereby, subject to this Court's approval, MasterCard has agreed to pay $335,000,000.00 by September 30, 2009, in full satisfaction of all of its payment obligations to Plaintiffs.

Lead Counsel entered into this Agreement only after the Independent Expert and the financial advisor for Plaintiffs informed Lead Counsel that they believed the Agreement would be more beneficial to plaintiffs than proceeding with the Securitization. In that regard, not only does the payment under the Agreement equate to a discount rate well below the maximum discount rate in the memorandum in support of Lead Counsel's motion seeking approval for the Securitization and already authorized by the Court, it also eliminates all market risk and the need for a large residual distribution to Plaintiffs of the MasterCard Future Payments at the conclusion of the Securitization in 2012. In addition, this prepayment offers the advantage of (i) eliminating the need to establish reserve accounts totaling in excess of $8.0 million; (ii) reducing certain transaction costs associated with closing the Securitization, and (iii) eliminating the costs associated with administering the Securitization going forward. While Lead Counsel commenced the marketing of the Securitization, this Agreement was reached before the Securitization was complete.

115727.1

In short, Lead Counsel believes that the Agreement is in the best interests of the Plaintiffs. Because the terms of the Agreement fall well within the financial parameters already authorized by the Court in its order approving the Securitization (the "Securitization Order"), in addition to having the further benefits set forth above, Lead Counsel believes that an amendment to the Securitization Order addressing the option of essentially effecting the result of the Securitization by virtue of the Agreement is appropriate. Accordingly, also enclosed is a [Proposed] Amended Order Approving Securitization Of MasterCard Settlement Account Payments for the Court's consideration.

Respectfully submitted,

Robert L. Begleiter

Robert L. Begleiter

Enclosures

cc: Robin Wilcox, Esq. (*via electronic mail*)
Special Master

George W. Sampson, Esq. (*via electronic mail*)
Co-Lead Counsel for the Plaintiffs

Bernard Black (*via electronic mail*)
Independent Expert

Joseph F. Tringali, Esq. (*via electronic mail*)
Counsel for MasterCard International Incorporated

EXHIBIT C

"IT" ORDER - SAMPLE

EXHIBIT C

SAMPLE "IT" ORDER

United States District Court
Southern District of New York

In Re:	) MDL No. 1409
	) M21-95
Currency Conversion Fee	)
	) [Proposed] Order
Antitrust Litigation	)
	)
This Document Relates To:	)
All Cases	)
	)
	)

William H. Pauley III, District Judge:

This action is about an "agreement" or "contract" between sellers who sell to Americans. The nut of that alleged criminal agreement or contract is that the sellers intentionally "agreed" not to sell pursuant to correct contract price consideration proof, resulting in higher prices charged and collected from Americans, both in and out of court. Given the complex presentations made, this standard definition provides a legal standard in binding price analysis:

> An "agreement" is the bargain of the [lead counsel] parties in fact **as determined from their language or by implication** from other **circumstances.**[1]

In this Court's preliminary approval of the settlement in this series of price wrong cases, the court was without material information relating to: A) Rule 23 class action elements; B) exactly what direct price right proof is versus price wrong law and evidence is; and C) the efficient and prudent "price"

evaluation of claims made by sellers on a mega class fund, to aid the expensive task of ferreting out false or fraudulent claims, as some have done.

One judicially noticed fact the court was without, which affects all three of the above legal matters, is the fact that the most esteemed Universities in the Country instruct exactly what correct anti-trust safe-harbor pricing is:

> Rule: "The green [thumb server] use[s] average-**cost-…. Pricing [T]o measure costs … & to price** accordingly."[2]
>
> Rule: "[B]ut **mature** [James Dimon retail] markets … require **increased capability to measure costs on** individual [interest price, fee price and overdraft $18 price …] items & to price accordingly."[3]

Or, stated another way, "Be honest **in price weights & fee measures**." Levitcus 19. Unfortunately, some have fallen to the temptation of "more", as expected and warned against by the leading price economic instruction of our time, Adam Smith:

> "People of the same [Credit Brokering To Us our own birth security money account(s) or All Cap Name funds] trade seldom get together, **even for merriment and diversion**, but the conversation ends in **a conspiracy against the public** or in some **contrivance to [book burn correct price proof and] raise prices**."[4]

Judicial Notice

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[1] The Uniform Commercial Code distinguishes "agreement" from "contract". U.C.C. 1201(3)

[2] Competitive Strategy, Techniques for Analyzing Industries and Competitors, Michael E. Porter, page 242 (1980 The *Free Press*).

[3] Competitive Strategy, Techniques for Analyzing Industries and Competitors, Michael E. Porter, page 242 (1980 The *Free Press*).

Federal Rules of Evidence ("**FRE**"): judicial notice in American. FRE 201 Judicial Notice of Adjudicative Facts

(a) **Scope of rule**.--This rule governs … notice of … facts.
(b) **Kinds of facts**.--A judicially noticed fact must be one not subject to reasonable dispute in that it is either:

(1) generally known within the territorial jurisdiction of the trial court; or

(2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned [like there being seven days in a week & a 10th Amen court Power division between rival I.D. fraud governments].

…

(d) **When mandatory**.--A court shall take judicial notice if requested by a party and **supplied with the necessary information.**
(e) **Opportunity to be heard**.--A [pro se] party [with clients] is entitled upon timely request to an opportunity to be heard as to the propriety of taking judicial notice and the tenor of the matter noticed.
(f) **Time of taking notice**.--Judicial notice may be taken **at any stage** of the proceeding.

Adjudicative Price & Power Facts

Adjudicative facts are facts not subject to reasonable dispute, and are those to which supremacy law is applied in the process of adjudication; they are facts in evidence.

Owing exclusively to the professional disclosures made by Gary "Cash" Joseph Bonas II in compliance with , the Court is no longer without the required information to enter a binding ruling on the issues jointly presented by lead counsel for both plaintiffs and defendants. Before Mr. Bonas made his appearance, it was:

[4] Adam Smith, Wealth of Nat's., U.S. v. Container, 393 U.S. 333 ('69).

(c) That **the judiciary … had little [price right] antitrust experience …**[5]

Only because of Mr. Bonas, this judiciary now has extensive correct antitrust price experience:

> **"[T]he Sherman [Price] Act**, so far as price-fixing agreements are concerned, establishes **one uniform rule applicable to all industries [and courts] alike."**[6]

Soundly based on the above, supplementing the meticulously presented file provided by Mr. Bonas:

It is ordered that Gary Joseph Bonas is to be paid the amount of [$15-30%] for his work and disclosures, from the "fund" and without delay.

It is ordered that each defendant CEO who has offered Mr. Bonas access to his account(s) is to un-block access to his account(s), free of charge and without delay.

It is ordered that Mr. Edward Kelly is to immediately turn over the title or deed or allodium ownership of the property at which Mr. Bonas currently resides to Mr. Bonas, free of all encumbrances; the address at which Mr. Bonas is currently quartered to complete his protocol assignments.

With regard to the Defendant CEO's in this case who buy and sell the future labor of American's by classifying them as chattel or goods without constitutional rights, I remind of the entire trade crossing the United States Code:

> 15 **USC, §17 declares:** "[A] … human being is not a [CAP-NAME] Commodity or article of [bank note] commerce."
>
> …

[5] United States v. Socony-Vacuum Oil Co., 310 U.S. 150, 222 (1940).
[6] United States v. Socony-Vacuum Oil Co., 310 U.S. 150, 222 (1940).

"[T]his is not a Harry Potter novel; there is **no charm** for making a defendant's constitutional **rights disappear**."[7]

It is ordered that the class is de-certified. The funds shall remain in trust as they openly do not belong to any bank CEO defendant.

It is the hope of this Court that counsel will work together, without delay, tender a settlement that it can take jurisdiction over in good faith and expedite the resolution of.

Lead Counsel of record are to take nothing. Lead Counsel are expected to take immediate corrective protocol compliant measures - formally, on the record and for the record.

On a final note, unlike his colleagues, Mr. Bonas alone complied with the reporting rules after affording his plaintiff colleagues nearly 10 years to comply in connection with their application for fees:

> ***DR*** 1-103(A) & the rules (Rule 8.3(a)) require [lay and complex Lit] lawyers **to report misconduct** of other [Complex Lit] lawyers under certain circumstances. Lawyers sometimes call this **the "squeal rule,"** *which* should tell you something about its popularity. All Judge esquires are under the same obligation. Code of **Judicial Conduct** (1990) (Section **3(D)**(2).[8]

Dated: _____

So Ordered

_____

William H. Pauley III
U.S.D.J.

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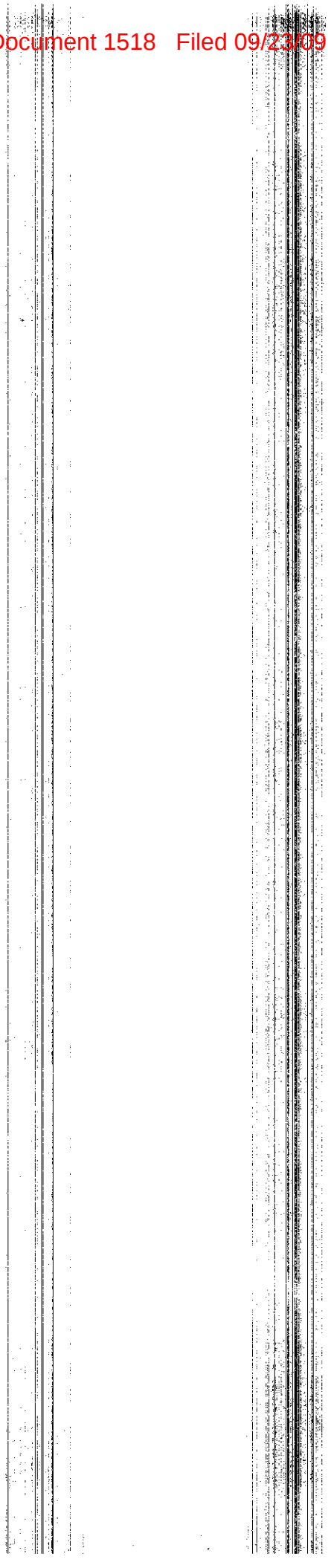
[7] [Weiss, Lerach, David Noonan-Greg Stone & Don Howarth's Un]UNITED STATES [not United States] v. BONAS [not Bonas], at page 14044 (9th Cir. 2003).

[8] Regulation of Lawyers: **Problems of Law & Ethics**, at page 682, 3rd Ed., Spephen Gillers, Prof. of Law new York University.



Cooper & Bonas
26255 Bungalow Court
Valencia, California 91355

May 10, 2008

Merill G. Davidoff
Berger Montague, PC
1622 Locust Street
Philadelphia 19103-6305

Senator Barbara Boxer
312 N. Spring Street,
Suite 1748
Los Angeles, Calif. 90012

Greetings Mr. Davidoff:

As a supplement to our prior correspondence to you about correct pricing, we present the following patches.

First, we recite Mr. Constantine/Cannon in their [X] Mastermoney case, modified:

> The law practice of [Class Action] professional[s] … involves identifying an issue **which they decide to invest in, and then finding nominal clients** … to provide **the vehicle** for their investment.

Mr. Constantine correctly states A business truism in all Professional Plaintiff Class Action filings, which applies to Mr. Constantine with equal force, as it does all lead Class Counsel in this billions of dollars a year plus industry (Small-Jumbo).

Second, in that **Mastermoney Visa** case, Mr. Constantine swore, verbatim:

> 29. C&P has been **studious in posting every pertinent document** [Lie] on the case website….
>
> 30. Most of these website postings, typically accompanied by press releases from C&P on the PR Newswire, were done voluntarily by C&P, not as a result of the Court's order.

In the extremely rare case, Mr. Constantine and all other leads have, in the past, posted their "price schedules" and accompanying declaration, as owed to all absent class members. That omission is easily patched with a simple order as it is not forthcoming from counsel in their **"typical fiduciary role**." Such an order might militate in favor of trust in connection with absent class member, private & public "check and balance" by economical access to these signed under oath documents.

Third, contrary to Mr. Constantine, for example, Mr. Michael Hausfeld posted one of his price schedules for his clients on his own website (Garmet Workers). Some

might view Mr. Hausfeld's voluntary fiduciary candor in this regard as "good faith," which instills confidence & trust both in connection with clients & the honorable court.

Fourth, related, thus far, certain foreign sovereign State Bar Executives, after having been briefed related issues, haven't been interested in taking the Michael Hausfeld kind of "faithful lead," which might be viewed as **"old school" English Recidivsim**.[1] Or, perhaps it might have something to do with the State's State Bar, Inc. contracting to & selling credit themselves, forgetting about the **"No [Reserve] State Shall Emit Bills Of Credit [Cards] Rule.** See attached "Flag Law".

Sincerely,

Gary Joseph Bonas II

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

IN RE	:	
	:	**MASTER FILE NO.**
VISA CHECK/MASTERMONEY ANTITRUST LITIGATION	:	**CV-96-5238** (Gleeson, J.)(Mann, M.J.)
	:	
This Document Relates To: All Actions	:	

SUPPLEMENTAL DECLARATION OF LLOYD CONSTANTINE, ESQ.

protections built into the Settlements and the Plan of Allocation. The objectors also exhibit profound disrespect for Lead and Class Counsel who, as the objectors admit, created by far the largest recovery in U.S. Antitrust history, and an injunction of historic proportions which will benefit every Class Member, virtually every U.S. consumer and the nation's economy.

Dated: New York, New York.
September 17, 2003

Lloyd Constantine

[1] **Recidivous defined**: tending or liable to backslide or relapse to a former condition or habit. Similarly, some State Bar Executives have been falsely advertising that being a private member of their "association" is the sole gateway to practice law, like the English do. **I think they know better**: "freedom of association" operates as a shield not to associate with companies who sell credit, like Rich's Bar flies.

Cooper & Bonas
26255 Bungalow Court
Valencia, California 91355

May 10, 2008

Merill G. Davidoff
Berger Montague, PC
1622 Locust Street
Philadelphia 19103-6305

LTC Tina R. Hartley tina.hartley@usma.edu
Department of Mathematical Sciences
United States Military Academy
West Point, New York 10996

Dear Mr. Davidoff:

Thank you for copying us on the May 6, 2008 letter you wrote to the honorable Justice Pauley in response to three recently filed objector letters memos dated April 18, 20 & 24 2008, respectively.

We think those memos might have gotten lost in the mail like the other two times that happened in connection with other filings, which you may recall.

As I previously mentioned, my "yourkash@yourkash.com" account crashed. I invited you to simply e-mail me those papers if you'd like to save the Class the "stamp" expense you charge them & have the court pay for **on top of your attorneys' fees**, but if you prefer hard copy is O.K. with us too. I look forward to receiving the above three memos by Bizar, Jou & Selfe.

Next, I am concerned that your partners, Mrrs. Cannon & Constantine, who have a core publicly traded defense contract practice, haven't explained to the honorable justice Pauley the jumps in his hourly prices (from top to bottom) with any "cost study" back up as **key market makers in this field**. Again, I quote is verified jumped numbers in another matter, which he now presents as faithfully & not padded up, like these numbers are:

	'03	'04	'05	
		$105 1YR Jumps		
Gordon Schnell	**$320**	**$425**	**$450**	**Up 105 Fee year & 25 Oh!**
Jeffrey Shinder	**$320**	**$425**	**$450**	
Stacey A. Mahoney	$295	$400	$420	
Mathew L. Cantor	$295	$400	$420	Up 105 Fee year & $20 – Oh!
		$50 Jump		
Robert L. Begleiter	$440	$490	$500	
		$75 Jump		
Michelle Peters	$175	$250	$260	
		$65 Jump		
Amy Roth	$210	$275	$275	

About these numbers, by way of example, none have been presented as "cost of living" or "inflation" bumps. None have any tie to "cost of doing business expenses," as you have split those numbers as another element of income requested from the court.

Next, I haven't seen any **declaration from the class plaintiff's** (represented to the court as "adequate absent class member fiduciary guardians) confirming that they agreed to these numbers at the time the **retainer contract was entered & anointed each year by re-negotiation with the client each year these hourly prices were lifted**?

Now, shifting back this is a clip of Mr. Constantine's price schedule since 2003:

	2003	2004	2005	2006
		$60 Up	$0 Up	**$40 Up**
Constantine, Lloyd	$625	$685	$685	$725

According to Mr. C., & **C., Mr., the so called "market" he made** told him it's O.K. to bump his & each of his staff's numbers **in un-explained ways**, which are wholly unrelated to costs. **I guess in 2005, C.,** Mr.'s phantom market told him it's not O.K. to bump his & Ms. Roth's hourly sticker price tags, but that it **is O.K. to bump every other one** of his staff's prices, which I think is no different than C., Mr. "giving himself a bump," through his leveraged staff marked above. I could, however, be wrong – C., Mr. might not be a "John" "renting" his staff commodities & actually compensating them the exact numbers he charges Us, his clients, for lawful services.

Now, perhaps C., Mr. can put me in touch with the ghost person he calls "the market maker" who **might know something I don't about faithful price protocol**. That might assist in addressing some of these **pretty simple "book-keeping" & fiduciary matters raised**. Related, I understand that absent class members are not as important to C., Mr. as his advertised big money clients, including:

A) **Morgan Stanley (CEO – Visa, Mastercard)**;
B) Discover Financial Services, Inc. (Credit Card);
C) Wal-Mart Stores, Inc.; & **PayPal,** Inc., e.g.

Last, this big money anti-price right protocol conflict reality demands public "fiduciary" disclosure by Mrrs C, who **chose to represent We The People, price-wise. Price duties and conflict disclosures can come threefold, marked here:**

A) **The Duty raised**, directly, what is price right & what is price wrong in connection with "competently" representing clients in court filings;
B) **The Duty to disclose** proof of price right protocol in connection with the attorney client "hourly price" retainer; &
C) **The duty not to fog** what price right 101 is in connection with defense contract work for big paying clients in connection with the **Model Rules**.

Sincerely,
http://www.math.usma.edu/
Gary Joseph Bonas II

On the validity of Home mortgage contract debt, **you begin with federal law** - not inferior state law.

First, the debt contract instrument at issue is **the mortgage promissory note**, e.g., which is limited by 26 USC by two situations, verbatim:

- Limitation The … amount treated as home … indebtedness … **shall not exceed $100,000 ….**
- Limitation The … amount treated as home … indebtedness … **shall not exceed … $50,000** in the case of **a separate return** by a married individual.[1]

Second, the instrument at issue is based on the on the classification (for residual income from future labor) of one as a commodity or "good" subject to **the U.C.C. and not federal law**. This classification is expressly forbidden by a host of supreme rules and is specifically spelled out at 15 U.S.C. **§ 17:**

> **The labor** of a human being is **not a commodity or article of commerce**...[2]

This classification is attempted and implemented by reference to the all capitalized spelling of one's name, which is not the way that name is spelled on one's birth certificate and, e.g., one's own signature on one's driver's license.

Third, the source of funding of the so called loan, which was really just a transfer of funds from one's all capitalized name account to one, brokered through the mortgage company. For more residual income, your note is often sold and bought to speculators or gamblers. Mr. Greenspan explained it this way:

> The first method is to **purchase mortgages, bundle them** together, and **then sell claims** on **the cash flows *to be* generated** by these bundles.
>
> The second method involves … purchasing mortgages or their own mortgage-backed securities outright and financing those purchases by selling debt directly ….[3][4]

Fourth, with the above in mind, there are **three categories of void contracts** that can be applied here: Void contract and voidable contracts. A **void contract**, also known as a **void agreement**, is not actually a contract. A void contract cannot be enforced by law.[5] The most important of void contracts is the **"absolutely void"** contract, spelled out at B&P section 16722.

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[1] Title 26 USC - section 163(h)(3)(B) (ii) Limitation; see also Title 26 USC - section 163(h)(3)(B)(ii), **$1,000,000.**
[2] **Title 15 U.S.C. § 17**
[3] http://www.federalreserve.gov/boarddocs/testimony/2004/20040224/default.htm
[4] Testimony of Chairman Alan Greenspan - *Government-sponsored enterprises* - Before the Committee on Banking, Housing, and Urban Affairs, U.S. Senate February 24, 2004
[5] http://en.wikipedia.org/wiki/Void_contract

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Gary Joseph Bonas II
Gary Joseph Bonas II
26255 Bungalow Court Dr
Valencia CA 91355-3321

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